

Sandy Town Council

To: **Cllrs N Aldis (Chairman), J Ali, C Butterfield, W Jackson, M Runchman, R Smith, S Sutton, and S Walsh**

Cc: Cllrs C Osborne, M Pettitt, D Sharman, M Scott, K Sharp

You are hereby summoned to a meeting of the Community Services and Environment Committee of Sandy Town Council to be held in the Council Chamber at 10, Cambridge Road, Sandy, Bedfordshire on Monday 14 April 2014 commencing at 7.30 pm

Delia Shephard

Delia Shephard
10 Cambridge Road
Sandy
SG19 1JE
01767 681491
7 April 2014

Reports

1 Apologies for absence

Admin

2 Declarations of interest

Under the Localism Act 2011 members of Council are not required to make oral declarations of interest at meetings but may not participate in discussion or voting on any items of business in which they have a Declarable Pecuniary Interest (DPI) and under Sandy Town Council's Standing Orders must leave the room for the duration of all discussion on such items. (All members' register of interests are available on the Sandy Town Council website or on application to the Clerk.)

*This item is included on the agenda to enable members to declare new DPIs and also **those who wish to do so** may draw attention to their stated DPIs and also any non-declarable other interests which they have declared under Sandy Town Council's adopted Code of Conduct and which may be relevant to items on the agenda.*

- i) Declarable Pecuniary Interests*
- ii) Personal Interests*

3 Minutes of previous meeting

To consider the minutes of the Community Services and Environment Committee held on Monday 10 March 2014 and to approve them as a correct record of proceedings.

x

4 Correspondence from Sandy Cricket Club

To note correspondence from Sandy Cricket Club concerning the Club's position with regard to negotiation of a licence for use of Jenkins Pavilion and to consider next steps.

✓

Sandy Town Council

- 5 Potton Road cemetery project and redevelopment of depot at Stratford Road**
To consider a report from the clerk on progress with the extension of the cemetery at Potton Road and the implications for the depot at Stratford Road and the storage of Town Council equipment, vehicles and location of mess room. ✓
To determine next steps in developing this project.
- 6 St Swithuns Closed Churchyard**
To consider correspondence received on behalf of St Albans Diocesan Board of Finance Property Committee regarding Sandy Rectory including a request for contribution to repairs to boundary walls. ✓
- 7 Play Equipment**
To consider a report on the need for replacement of items of play equipment. ✕
- 8 Community Engagement**
To review the Council's draft annual report for 2013/14 and to remind members of arrangements for the Sandy Annual Town Meeting. ✓
- 9 Report on Workshop with Highways Agency**
To note the minutes of a meeting held with representatives of Central Bedfordshire Council and the Highways Agency on 19 March 2014. ✓

Sandy Town Council

Community Services and Environment Committee of Sandy Town Council

Monday 14 April 2014 commencing at 7.30 pm

R E P O R T S

4 Correspondence from Sandy Cricket Club

Copy of letter attached and 2003 lease attached.

The Clerk has forwarded a copy of the 2003 lease and the letter to the council's legal advisers for comment. An oral update with further information may be available at the meeting.

Sandy Cricket Club

President: M.Reynolds

Chairman
Mr B.M.Taylor,
'Whiteacre'
1 Grange Gardens,
The Green, Beeston,
Telephone: 01767 680943

Hon.Secretary
Mr J Harding
Victoria House,
2 Waresley Road,
Gamlingay, SG19 3NZ
Telephone: 01767 651907

Hon.Treasurer
Mr J Harding,
Victoria House,
2 Waresley Road,
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Fixture Secretary
Mr P.J.Gurney,
14 Ivel View,
Sandy,
Beds SG19 1AU
Telephone: 01767 681211

Sandy Town Council
10 Cambridge Road,
Sandy,
Beds SG19 1JE

18th March 2014

For the attention of Mrs Della Shephard Clerk to Sandy Town Council


Dear Della,

Subject – Sandy Town Council proposed licence to replace existing 2003 lease

Following the Sandy Town Council Community Services and Environment meeting on Monday March 10th 2014, and the request by Cllr Mrs Susan Sutton to submit in writing, Sandy Cricket Club's early reactions to their request to open discussions on the proposal to introduce the proposed licence; please be advised that having sought 'outside' independent advice, Sandy Cricket Club question the legality of the enforcement/introduction of the licence over the existing lease.

Until this matter is fully understood and legally proven to be justified, the matter of the licence must be put on hold.

Yours sincerely,



Michael Reynolds
President

THIS LEASE is made the day of 2003

BETWEEN

- (1) **SANDY TOWN COUNCIL** of Council Offices 10 Cambridge Road Sandy Bedfordshire SG19 1JE ("the Council")
- (2) **MICHAEL REYNOLDS** of 12 Powers Close, Sandy, Bedfordshire, SG19 1JS
THOMAS FRANCIS CHAPMAN of 47 Western Way, Sandy, Bedfordshire, SG19 1DU and **LEE EDWARD EPLETT** of 10 Glebe Close, Sandy, Bedfordshire, SG19 1LW ("the Officers") as officers for the time being of **SANDY TOWN CRICKET CLUB** ("the Club")

DEFINITIONS

- 1.1 "The Cricket Season" means the period from 1st May to 31st August each year
- 1.2 "The Field" means the area shown for the purposes of identification only marked yellow on the Plan
- 1.3 "The Pavilion" means the Sunderland Road pavilion shown for the purposes of identification only coloured red on the Plan
- 1.4 "The Permitted Use" means:
 - 1.4.1 in respect of the Pitch the playing of cricket and organised training by the Club during the Cricket Season
 - 1.4.2 in respect of the Pavilion the provision of teas and changing facilities in connection with use of the Pitch during the Cricket Season
- 1.5 "The Pitch" means the cricket wicket shown for the purposes of identification only marked green on the Plan ("the Wicket") together with the outfield area surrounding that wicket ("the Outfield Area").
- 1.6 "The Plan" means the plan annexed
- 1.7 "The Premises" means the Pavilion and the Pitch
- 1.8 "The Rent" means:
 - 1.8.1 for the period ending 30th April 2004 the sum of **THREE HUNDRED AND FORTY ONE POUNDS (£341)** per annum a proportionate sum being payable for the period starting on 1st August 2003 to 30th April 2004 (inclusive)

- 1.8.2 thereafter such Rent as shall become payable under and in accordance with the provisions set out in Schedule 1
- 1.9 "The Rent Payment Date" means the 1st May each year
- 1.10 "The Rent Review Date" means 1st May each year and the penultimate day of the Term
- 1.11 "The Scorebox" means the scorebox shown for the purposes of identification only coloured blue on the Plan.
- 1.12 "The Term" means a Term of TWENTY FIVE (25) years commencing on the 1st August 2003

LEASE

2. Subject to the following clauses the Council gives the Club the right in common with the Council and all other authorised by them so far as is not inconsistent with the rights given to the Club to use the Premises for the Term for the Permitted Use at the Rent

CLUB'S OBLIGATIONS

3. Payments

The Club is to pay the Council:

- 3.1 on the date of this Lease a proportionate sum in respect of the Rent for the period starting on 1st August 2003 and ending on 30th April 2005

and then

- 3.2 the Rent on the Rent Payment Date by banker's order or direct debit into the Council's bank account if the Council shall so require

and the following sums on demand:

- 3.3 the cost (including professional fees) of any works to the Premises which the Council does after the Club defaults
- 3.4 the costs and expenses (including professional fees) which the Council incurs in dealing with any application by the Club for consent or approval whether or not it is given (save that this clause will not apply to the Club's current plans for a new pavilion)

3.5 interest at the Bank of England's base interest rate on any of the above payments when more than thirty days overdue to be calculated from its due date

and in making payment under this clause:

3.6 nothing is to be deducted or set off

3.7 any value added tax payable is to be added

4. Outgoings

The Club is also pay a registration fee (with value added tax where payable) for each document which this Lease requires the Club to register to be paid to the Council's solicitors when presenting the document for registration

5. Use

The Club is to comply with the following requirements as to the use of the Premises and any part of it and is not to authorise or allow anyone else to contravene them:

- 5.1** to use the Premises only during the Cricket Season and only for the Permitted Use
- 5.2** not to do anything which might invalidate any insurance policy effected by the Council covering the Premises or which might increase the premium
- 5.3** not to use the Premises for any activities which are dangerous offensive noxious illegal or immoral or which are or may become a nuisance or annoyance to the Council or to the owner or occupier of any neighbouring property
- 5.4** not to display any advertisements on the outside of the Pavilion or which are visible from the outside or on the Pitch unless the Council consents (and the Council is not entitled to withhold that consent unreasonably)
- 5.5** not to overload the floors or walls of the Pavilion
- 5.6** to comply with the Terms of every Act of Parliament order regulation byelaw rule Lease and registration authorizing or regulating how the Premises are used and to obtain renew and continue any Lease or registration which is required
- 5.7** not without the Council's previous written consent to cut down or injure any tree plants bushes hedges or fences from the Premises

- 5.8 At all times to take all reasonable steps to deter or prevent the public from entering on foot the Wicket and during a match to deter or prevent the public from entering the Outfield Area
- 5.9 Not to use the Wicket when it is not in a fit condition for play
- 5.10 Not to damage fences and not to walk on or allow others to walk on or otherwise damage any flower beds, shrubs or trees and not to damage the surface of the Pitch and to make good at their own expense any damage occasioned by the Club to the complete satisfaction of the Council.
- 5.11 If requested to provide the Council with a copy of the balance sheet of the Club
- 5.12 Not to or allow others to park any mechanically propelled vehicles other than those carrying invalid persons around the boundary to the Outfield Area without the written approval of the Council
- 5.13 To provide the Council with a list of time and dates on which the Club will be using the Pavilion for the Permitted Use during the Cricket Season

6. Access to the Council

The Club is to give the Council or anyone authorised by him in writing access to the Premises:

- 6.1 for these purposes:
 - 6.1.1 inspecting the condition of the Premises or how they are being used
 - 6.1.2 doing works which the Council is permitted to do under clause 7.5.3
 - 6.1.3 complying with any statutory obligation.
 - 6.1.4 viewing the Premises as a prospective buyer or mortgagee
 - 6.1.5 viewing the Premises during the last six months of the Term as a prospective tenant or licensee
 - 6.1.6 valuing the property
 - 6.1.7 complying with its obligation under clause 16
- 6.2 and at all reasonable times except in an emergency
- 6.3 and the Council is promptly to make good all damage caused to the Premises and any goods there in exercising these rights
- 6.4 The Club is also to allow the Pavilion to be used by anyone authorised by the Council so far as is not inconsistent with the rights given to the Club to use the Premises during for the Term for the Permitted Use

7. Condition and work

The Club is to comply with the following duties in relation to the Premises:

- 7.1 To provide all necessary labour for regular rolling, mowing, irrigation, application of fertilizer and general maintenance of the Wicket at all times of the year in accordance with a scheme of maintenance to be prepared by the Club and submitted to and approved by the Council such scheme of maintenance to be reviewed every five years.
- 7.2 At all times during the Term to keep the Pitch clean and tidy including (but not limited to) repair maintenance reinstatement and renovation in accordance with the scheme of maintenance outlined in clause 7.1 and for the avoidance of doubt such works are to be undertaken at the Club's expense
- 7.3 not to make any alterations to the Premises without the Council's prior consent in writing (except in relation to matters of an urgent nature required to comply with any Health and Safety regulation or legislation which applies) and subject to the Club obtaining and complying with all necessary consents of any competent authority and paying all charges of any such authority in respect of such consents
- 7.4 to do the work to the Premises which any authority acting under an Act of Parliament or the appropriate cricket authority requires even if it alters or improves the Premises. Before the Club does so the Council is to give his consent in writing to the work
- 7.5 if the Club fails to do any work which this Lease requires him to do and the Council gives him written notice to do it the Club is to:
 - 7.5.1 start the work within two months or immediately in case of emergency and
 - 7.5.2 proceed diligently with the work
 - 7.5.3 in default permit the Council to do the work
- 7.6 any dispute arising under clause 7.1 or 7.5.2 is to be decided by arbitration under clause 23

8. Transfer etc

The benefit of this Lease is personal to the Club and not assignable.

9. Other matters

The Club:

- 9.1 is to give the Council a copy of any notice concerning the Premises or any neighbouring property as soon as he receives it
- 9.2 is to allow the Council at any time during the Term to fix a notice in a reasonable position on the outside of the Pavilion announcing that it is for sale
- 9.3 is not to apply for planning permission relating to the use or alteration of the property unless the Council gives written consent in advance

10. Rent review

On each Rent Review Date the Rent is to increase in accordance with Schedule 1

11. Damage

If the Pavilion is damaged by any of the risks to be insured under clause 15 and as a result of that damage the Pavilion or any part of it cannot be used for the Permitted Use:

- 11.1 if at any time it is unlikely that the Pavilion will be fully restored within three years from the date of the damage the Council (so long as he has not delayed the restoration) or the Club can end this Lease by giving one month's notice to the other during the three year period in which case
 - 11.1.1 the insurance money belongs to the Council and
 - 11.1.2 the Council's obligation to make good damage under clause 15 ceases
- 11.2 a notice given outside the time limits in clause 11.1 is not effective
- 11.3 the Club cannot claim the benefit of this clause to the extent that the insurers refuse to pay the insurance money because of his act or default
- 11.5 any dispute under any part of this clause is to be decided by arbitration under clause 23

12. Insurance

The Club agrees with the Council to keep the Pavilion insured with reputable insurers to cover the Club's property in the Pavilion and to give the Council at its request once a year particulars of the policy and evidence from the insurer that it is in force

13. Indemnity

The Club agrees with the Council to maintain public liability insurance cover in the minimum sum of five million pounds and save where any insurance effected by the Council will cover such claim the Club will indemnify and keep the Council indemnified against all actions proceedings claims demands expenses damages and liability arising in any way directly and/or indirectly out of the state of repair or use of the Premises (and in particular the playing of cricket on the ground) or any breach of the Club's covenants contained in this Lease.

COUNCIL'S OBLIGATIONS AND FORFEITURE RIGHTS

14. Quiet enjoyment

While the Club complies with the terms of this Lease the Council is to allow the Club to possess and use the Premises without lawful interference from the Council or any trustee for the Council

15. Insurance

The Council agrees with the Club:

- 15.1 the Council is to keep the Premises insured with reputable insurers to cover:
 - 15.1.1 full rebuilding site clearance professional fees value added tax and three years' loss of Rent
 - 15.1.2 against fire explosion lightening aircraft and such other usual risks as are normally covered by a comprehensive policy of such premises and such other risks as the Council may deem appropriate including third party liability of the Councilso far as cover is available at the normal insurance rates for the locality and subject to reasonable excesses and exclusions
- 15.2 and to take all necessary steps to make good as soon as possible damage to the Pavilion caused by insured risks except to the extent that the insurance money is not paid because of the act or default of the Club
- 15.3 and to give the Club at its request once a year particulars of the policy and evidence from the insurer that it is in force
- 15.4 and that the Club is not responsible for any damage for which the Council is compensated under the Insurance policy

16. Services

The Council is to comply with the following duties in relation to the Premises:

- 16.1 to maintain the state and condition (including the decorations) of the whole of the Pavilion including the structure outside roof foundations joists floor slabs load bearing walls beams and columns of the Pavilion
 - 16.2 to decorate the inside and outside of the Pavilion as often as reasonably necessary using colours and types of finish reasonably decided by the Council
 - 16.3 to undertake routine maintenance and grass cutting of the Outfield Area so that it is a reasonable condition for the playing of cricket during the Cricket Season
 - 16.4 To supply loam, seed, fertilizer etc necessary for the Club to carry out satisfactory maintenance of the Wicket in accordance with the approved scheme of maintenance outlined in clause 7.1
 - 16.5 To provide all machinery and equipment reasonably required by the Club to carry out satisfactory maintenance of the Wicket in accordance with the approved scheme of maintenance outlined in clause 7.1 and to maintain and service such machinery and equipment
- 17. Determination**
- 17.1 This Lease shall terminate immediately on notice given by the Council at any time following:
 - 17.1.1 any breach by the Club of its obligations in this Lease;
 - 17.1.2 payment of any Rent is twenty eight days overdue even if it was not formally demanded
 - 17.1.3 the Club is dissolved at any time when the Term is vested in the Officersand in any event on the 31st July 2028
 - 17.2 Any termination is without prejudice to any rights the Council may have in respect of any breach by the Club of their obligations under this Lease and does not cancel any outstanding obligation of the Club
 - 17.3 If the Club wishes to take a further Lease of the Premises from the end of the Term and at any time during the final year of the Term gives to the Council not less than 6 months notice of that wish then provided the Club has paid the Rent and substantially performed and observed the covenants contained in this Lease up to the end of the Term the Council will grant to the Club a

further Lease of the Premises for a term of 25 years commencing on the day following the last day of the Term on the same terms and conditions as this Lease except as to the Rent and this option for a further Lease

- 17.4 The Rent reserved by the further Lease is to be an amount equal to the rent payable under this Lease at the end of the Term (as reviewed on the penultimate day of the Term).

ENDING THE LEASE

18. End of Lease

When this Lease ends the Club is to:

- 18.1 return the Premises to the Council leaving it in the state and condition in which this Lease required the Club to keep it
- 18.2 (if the Council so requires) remove anything the Club fixed to the Premises and make good any damage which that causes

PROPERTY RIGHTS

19. Facilities

- 19.1 The Club is to have the right in common with others for the Club and visitors to have a right of way on foot only subject to the reasonable regulations of the Council from time to time over the Field for the purpose of access to and egress from the Pitch and Scorebox
- 19.2 The Council and members of the general public are to have the right in common with the Club and visitors to enter onto the Outfield Area for any purpose permitted by the Council except when the Club are using the Pitch for the playing of organised cricket matches or for organised training sessions

GENERAL

20. Parties' Responsibility

Whenever more than one person or company is the Council the Club their obligations can be enforced against all or both of them jointly and against each individually

21. Council

21.1 The obligations in this Lease continue to apply to the Council until it is released by the Club or by a declaration of the court .

21.2 The current owner of the Council's interest in the Premises must comply with the Council's obligations in this Lease

22. Club

22.1 The Officers are the present officers of the Club and are duly authorised in accordance with the rules of the Club to accept this Lease

22.2 The liability of the Officers for the time being in respect of any breach by the Club of any of its obligations under this Lease is to be limited in amount to the realisable value of the assets of the Club that are for the time being vested in the Officers and nothing contained in this Lease entitles the Council to any right or remedy against the personal estate property effects or assets of any of the Officers or against any assets for the time being vested in the Officers that are not part of the Club's assets

23. Arbitration

Any matter which this Lease requires to be decided by arbitration is to be referred to a single arbitrator under the Arbitration Acts. The Council and the Club may agree the appointment of the arbitrator, or either of them may apply to the President of the Royal Institution of Chartered Surveyors to make the appointment

24. Service of notices

The rules about serving notices in Section 196 of the Law of Property Act 1925 (as since amended) apply to any notice given under this Lease

25. Headings

The headings do not form part of this Lease

26. Rights of Third Parties

Save as expressly provided none of the provisions of this Agreement are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Agreement.

27. Contracting Out of Sections 24-28 of the Landlord & Tenant Act 1954

The parties confirm that:

27.1 The landlord served a notice dated 2004 on the tenant, as required by section 38A(3)(a) of the Landlord and Tenant Act 1954 (the 1954 Act) and which applies to the tenancy created by this lease at least 14 days before this Lease was entered into and a copy of that notice is annexed to this Lease

27.2 Michael Reynolds who was duly authorised by the tenant to do so made a declaration dated 2004 in accordance with the requirements of section 38A(3)(b) of the 1954 Act and a copy of that declaration is annexed to this lease.

27.3 There is no agreement for lease to which this lease gives effect.

27.4 The provisions of sections 24 to 28 of the 1954 Act are excluded in relation to the tenancy created by this lease.

IN WITNESS whereof the parties hereto have executed this **LEASE** as a Deed the day and year first before written

SCHEDULE 1
Rent Review

1. DEFINITIONS AND INTERPRETATION

In this schedule the following expressions shall have the following meanings:

- 1.1 "the Base Figure" means the Index as published for the month of August 2003
- 1.2 "the Index" means the "all Items" index figure of the Index of Retail Prices as published for the month of August in the year of the relevant review date by the Department of Employment or any successor Ministry or Department
- 1.3 "the Rent Review Date" means the 1st day of May each year and the penultimate day of the Term
- 1.4 "a review period" means a period beginning on any Review Date and ending on the day before the next Review Date and qualified uses of the Term are to be construed accordingly

2. THE NEW RENT

From and after each Rent Review Date the Rent reserved in Clause 3 shall be

whichever is the higher of:

- 2.1 The yearly Rent operative immediately before the Rent Review Date ("the Principal Rent"); and
- 2.2 The revised Rent that is ascertained in accordance with this schedule

3. THE REVISED RENT

The Rent for any review period is to be set for each review period at the Principal Rent multiplied by the Index and divided by the Base Figure

4. CHANGES IN THE INDEX

If the reference base used to compile the Index changes after the date of this Lease the figure taken to be shown in the Index after the changes is to be the figure that would have been shown in the Index if the reference base at the date of this Lease had been retained

5. ARBITRATION OF PROBLEMS

- 5.1 If it becomes impossible to calculate the Rent by reference to the Index because of any change in methods used to compile the Index after the date of this Lease or for any other reason whatever or if any dispute or question whatever arises between the parties as to the amount of the Rent for any review period or the constriction or effect of this schedule then the Rent for that review period or the disputed matter is to be determined by an arbitrator to be appointed either by agreement between the parties or in the absence of agreement by the President for the time being of the Royal Institute of Chartered Surveyors or any person authorised by him to make appointments on his behalf on the application of either the Council or the Club
- 5.2 This is to be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996
- 5.3 The arbitrator is to have full power to determine on such dates as he considers appropriate what the increase in the Index would have been had it continued on the basis assumed to be available for it. If that determination is also impossible the arbitrator must determine a reasonable Rent for the Premises on such dates as he considers appropriate having regard to the purposes and intent of the provisions in this Lease for the review of Rent

6. MEMORANDA OF NEW RENT

If the Council and the Club agree the New Rent or when the New Rent has been determined in accordance with these provisions a note of the New Rent shall be endorsed on or annexed to this Lease duly signed by or on behalf of the parties

7. BACKDATING

If by the relevant Review Date the New Rent has not been agreed or determined (whether or not negotiations have commenced) the Club shall continue to pay Rent at the rate of the current Rent on each day appointed by this Lease for payment of Rent until the New Rent shall have been agreed or determined and thereupon the Club shall pay to the Council as arrears of Rent an amount equal to the difference between the New Rent and the Rent actually paid for the period since the Review Date together with interest at the rate of 2% above the base rate of Barclays Bank plc from time to time in force thereon from the relevant Review Date

8. SURVEYOR'S FEES

The fees of the surveyor shall be paid as the surveyor shall determine

9. CHANGES IN LEGISLATION

If at any of the Review Dates there shall be in force an Act which shall prevent restrict or modify the Council's right to review and increase the Rent in accordance with this Lease the Council shall when such restriction or modification is removed relaxed or modified be entitled on giving not less than one month's notice to the Club to proceed with any review of the Rent which may have been prevented (or further to review the Rent in respect of any review where the Lessor's right was restricted or modified) and the date of service of such notice shall (subject as hereinafter mentioned) be deemed for the purposes hereof to be a Review Date (providing that nothing herein shall be construed as varying any subsequent Review Dates) and the Council shall be entitled to recover any resulting increase in Rent with effect from such date as shall then be permitted by law

SIGNED AS A DEED by
MICHAEL REYNOLDS .

.....

in the presence of:

Witness Name:

Address:

Occupation:

SIGNED AS A DEED by
THOMAS FRANCIS CHAPMAN

.....

in the presence of:

Witness Name:

Address:

Occupation:

SIGNED AS A DEED by
LEE EDWARD EPLETT

.....

in the presence of:

Witness Name:

Address:

Occupation:

SIGNED AND DELIVERED AS A DEED
by **SANDY TOWN COUNCIL**

by the signatures of two duly authorised
members of Sandy Town Council


.....

COLIN OSBORNE
TOWN MAYOR


.....

DAVID HECTOR GALE
DEPUTY TOWN MAYOR.

Sandy Town Council

5 Potton Road cemetery project and redevelopment of depot at Stratford Road

Attached

- initial concept sketches for cemetery extension
- list of planning elements and estimated costs

Project Update Report

- A topographical Survey has now been completed (cost £1,400).
- The ecology work is started and a report should be ready in early April.
- Archaeology – initial archaeological advice is as expected that the site lies within the core of the Roman town of Sandy. Previous investigations in the vicinity of the site have revealed complex, stratified archaeological deposits from the 1st Century BC to the 5th Century AD, including walled buildings cemeteries and industrial areas. Recent excavations at the new Tesco site indicate that the town was much larger than previously thought and it is highly unlikely that it does not extend within the proposed cemetery extension site. Given the wealth of known information about the site, it is the CBC archaeologist's advice that undertaking evaluative work (geophysics and trial trenching) prior to submission of the planning application would not change the advice given on the planning application – that the impacts of the development should be mitigated by SMS (Strip, Map and Sample) excavation prior to construction. Therefore the work required prior to planning submission is a Heritage Statement which will include a summary of the known archaeology and an assessment of the development impacts on any remains present. Following determination of the planning application, a scope of works for mitigation would need to be agreed with the CBC archaeology team following which a brief outlining the scope of required work would be issued. The archaeology team undertaking the work would then prepare a statement encapsulating the scheme for approval prior to start of works. SHRG has requested involvement in the archaeology and it would be at this point that the scope for community archaeology should be considered. Whether community involvement can be fully participatory or restricted to information only will be determined by cost, time, risk assessment etc but it will be important to share information and opportunities with the whole community.
- Visual Appraisal rather than full Land Visual Impact Assessment has been agreed and the survey for this report is taking place in early April.
- Neighbour involvement – residents at Holly Lodge will be invited for pre-submission consultation, timescale yet to be determined. The landowner to the north west of the site believes the Town Council has encroached on his property and a search of the deeds to determine the exact boundary will be necessary.

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Depot and Yard

The three existing depot buildings, two garages and industrial unit together with the metal mess room facility are unsightly and, being near the centre of the site, impede the most effective use of the site for the cemetery extension. The main building is coming to the end of its life although it is still usable for the time being. The two garages are not weather-proof; both contain asbestos and are dilapidated. One is used for the Skoda vehicle but is not large enough for a replacement vehicle. Whilst the site has been used as an allotment site the yard has been open to the public and remains so, this is not ideal for security or for health and safety because of vehicle movements, mixing of chemicals etc.

Funds were previously set aside for redevelopment of the depot and £35,000 remains in earmarked reserves for this purpose. A planning application was submitted in 2009 and there were plans for a new concrete building, bunker, demolition of garages and other changes but the project was shelved at a meeting on 8 August 2010 when the decision was made to go ahead with use of the former allotment site for burials. The following resolution was passed:

Allotment and Cemetery Land

(b) Storage buildings

Resolved: (a) That the provision of a new building at the Stratford Road Depot should be held in abeyance until final plans for the cemetery and allotments are known.

(b) That the Cemetery Chapel should be used on a temporary basis to store easily portable materials, so that the Chapel may still be used for its primary purpose.

(c) That the older of the two dilapidated garages should be removed immediately and the other one as soon as it is no longer in use. The budget for this activity has already been agreed.

The need for better storage facilities for the council's vehicles and equipment is now critical. The "temporary" use of the chapel has been going on for nearly 4 years, neither garage has been demolished and the need for better vehicle housing is preventing the council from replacing the Skoda. The portakabin mess room has been replaced and a container type building was obtained on the basis that this could be relocated elsewhere if necessary. The tool shed in the cemetery and the chapel should be surveyed in the near future to check on their structural condition and future use.

It would not be sensible to determine the design of the cemetery extension

Sandy Town Council

without considering plans for the depot. There will always be a need for work to be done in the cemetery (planting, grass cutting, memorial maintenance) and so a small storage building will be necessary for storage of tools etc. However the council may wish to consider a depot/base for the groundstaff in a different location, perhaps at Sunderland Road either in the recreation ground or at a location in the industrial estate. It is important for the council to consider the future of the depot site at the same time as the cemetery extension.

It is intended that future Cemetery project reports will continue to come to the Community Services and Environment committee. However the responsibility for use of resources resides with Policy, Finance and Resources Committee so the future of the depot and the extension will also be referred to that committee as necessary.

Members are asked to consider the following questions:

- **Should the majority of land at the site at Stratford Road be given over to burials?**
- **What should happen to the existing depot/yard/where should the future base for groundstaff be situated?**

And to make any recommendations arising out of this report eg commissioning of survey of chapel and tool shed?

SANDY - Documents to be provided for planning


Updated: 18/3/14

Title	Action	Date of completion	Estimated fee	Invoiced Amt.	Invoice No.	Additional Comments
ENVIRONMENTAL						
Environment Agency T2 Groundwater Audit	COMPLETED					
Review of groundwater depth & site fill model	Condition of planning		£3,000			
Installation of boreholes & 6 months monitoring						
CLR11 Testing or alternative	May be required due to asbestos on site	APRIL	?			
Environment Agency Flux modelling	COMPLETED					
Flood Risk Assessment		MAY				
SUD's Policy and Design		MAY	£2,400			
Ecology Survey Phase 1		APRIL	£1,100			
Newt Survey (?)	May not be required	?	?			
Tree Officers Consultation		MAY	£1,200			
Tree Survey		MAY				
POLICY						
Archaeology Pre-Determination Survey	Initial report	APRIL	£600			
Needs Statement		APRIL	£2,400			
Design and Access Statement						
Highways Consultation		APRIL	£800 to			
Traffic Survey		APRIL	£3,000			
Public Rights of Access Statement		APRIL	£1,000 to			
Visual Appraisal/LVIA		APRIL	£2,000			
Pre-App Meetings: includes presentation to planners, does not include council app. fees		MARCH	£500			
DESIGN						
General Layout Plan		APRIL	£500			
Location Plan		MAY	£200			
Drainage Plan		MAY	£400			
Burial Layout Plan		MAY	£600			
Landscape planting Plan		MAY	£500			



Sandy cemetery extension

By Lizzie Tym
CDS

 = Sheds to be demolished

 = Outline of Site



Sandy
cemetery extension

Existing cemetery site photos



Sandy
cemetery extension

Proposed cemetery site photos



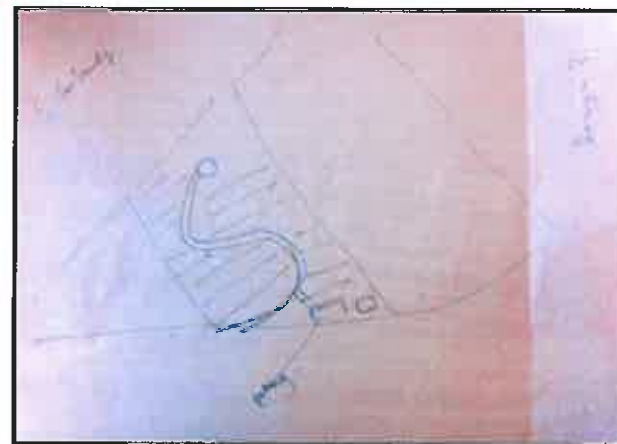
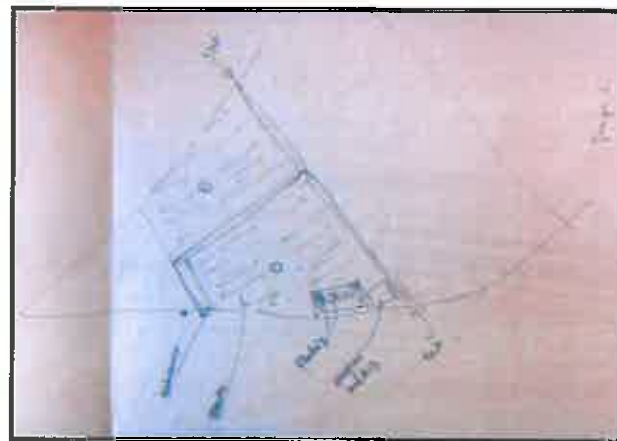
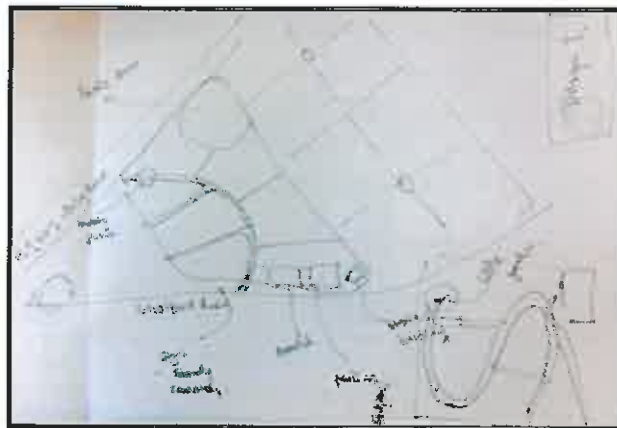
Sandy
cemetery extension

Panorama shot



Sandy cemetery extension

Initial Concept Sketches



FINAL DESIGN

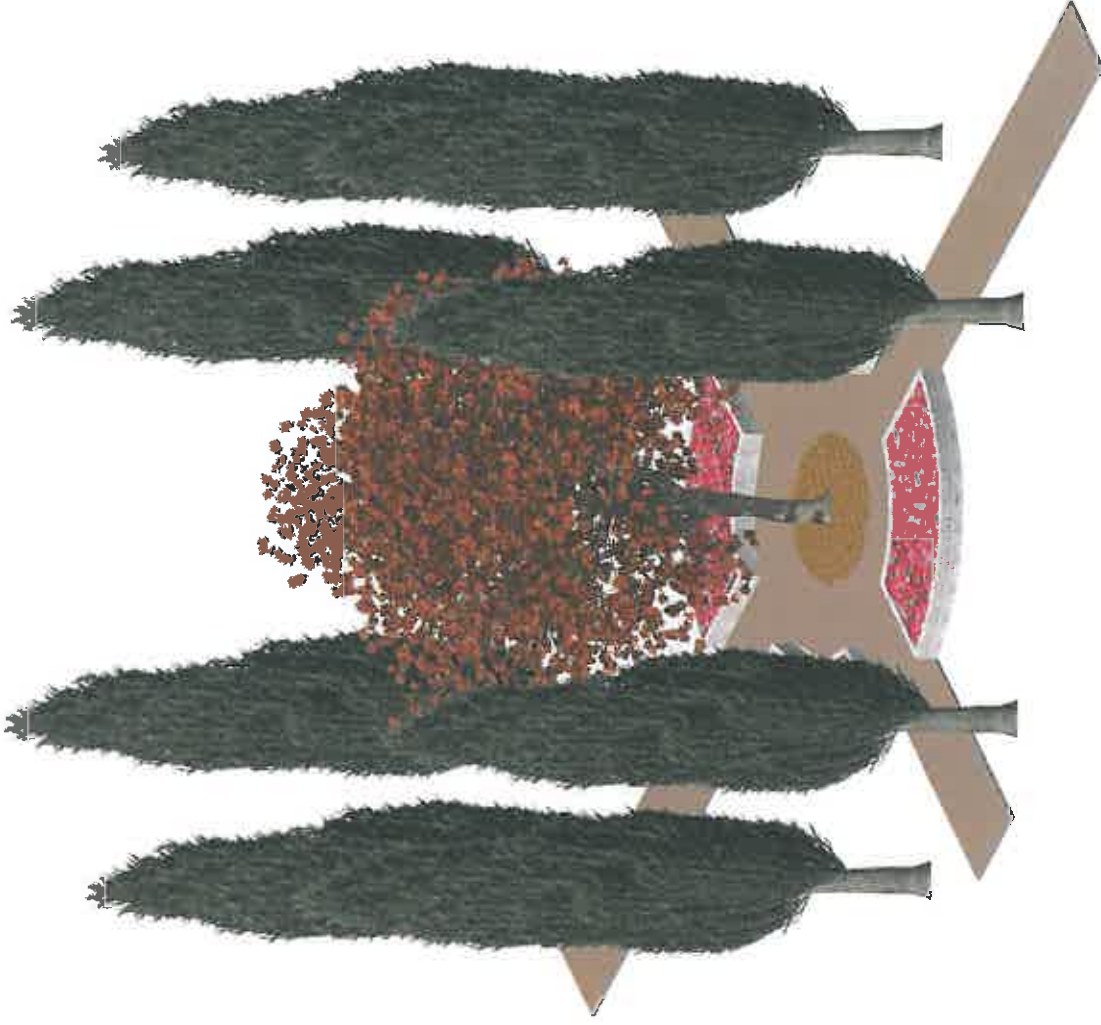


Concept:

A collage of elements from the existing cemetery mixed with a more organic shape to planting. A unifying S-shape (for Sandy) to the formation of pathways. As far as is possible, trees local to the area will be used in landscaping.



A clip from the existing google ariel view of existing pathway feature to the existing cemetery - raised flower beds with poplar



Intense

ATTENTION: CONSULTOR

DRAWING NOTES

Drawing Scale

Rev. No. Description

DATE

XXXXX

PROJECT

SANDY BURIAL GROUND

TITLE

Grave Layout

CDL

Capability House
Building 31
1000 East
1000 East
Bedfordshire
10000 4th

7th 1100 10000 East, Worcester, MA

Drawn by: [Name]

Approved by: [Name]

Scale: 1/32" = 1'

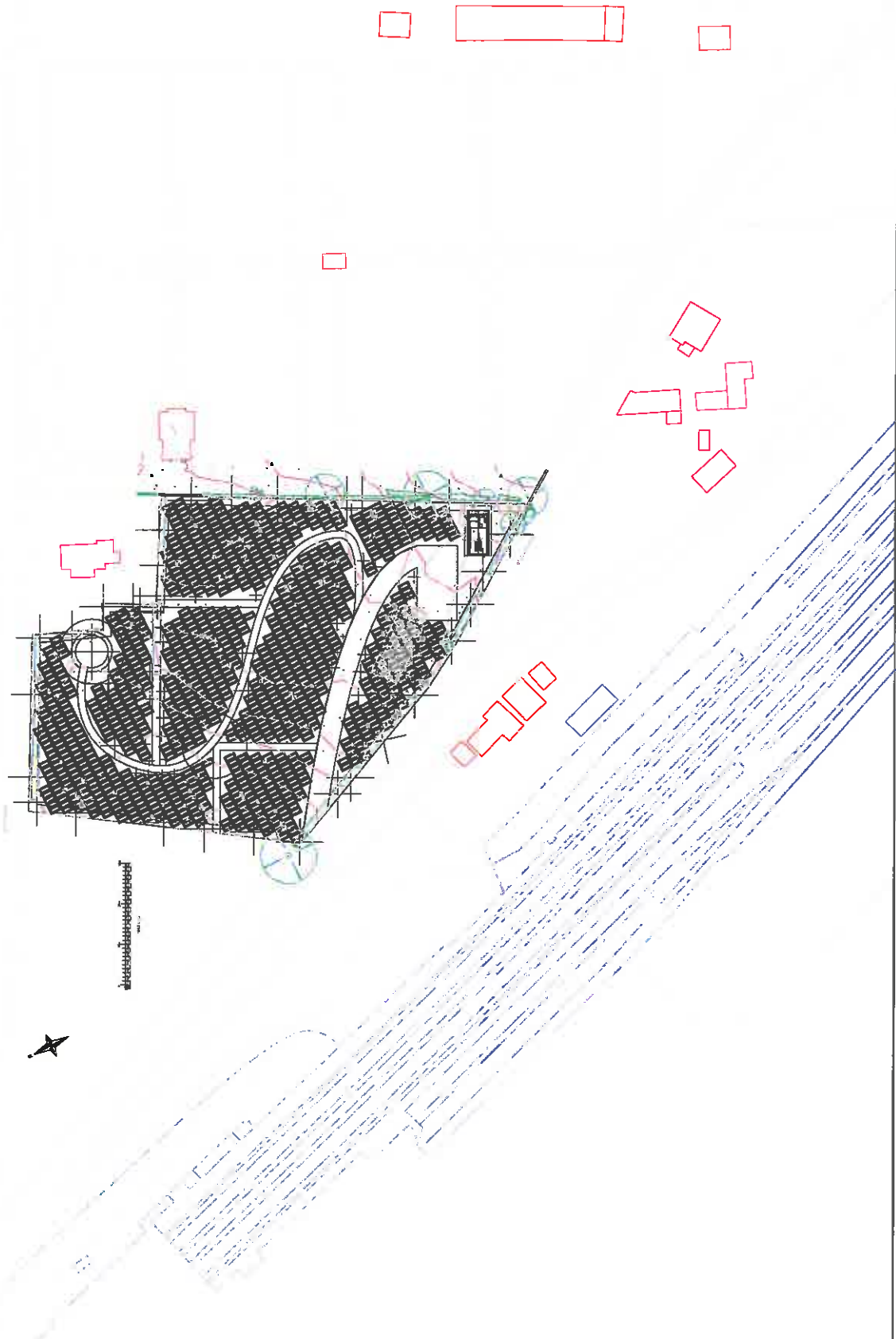
Date: MARCH 2013

Sheet 1 of 1

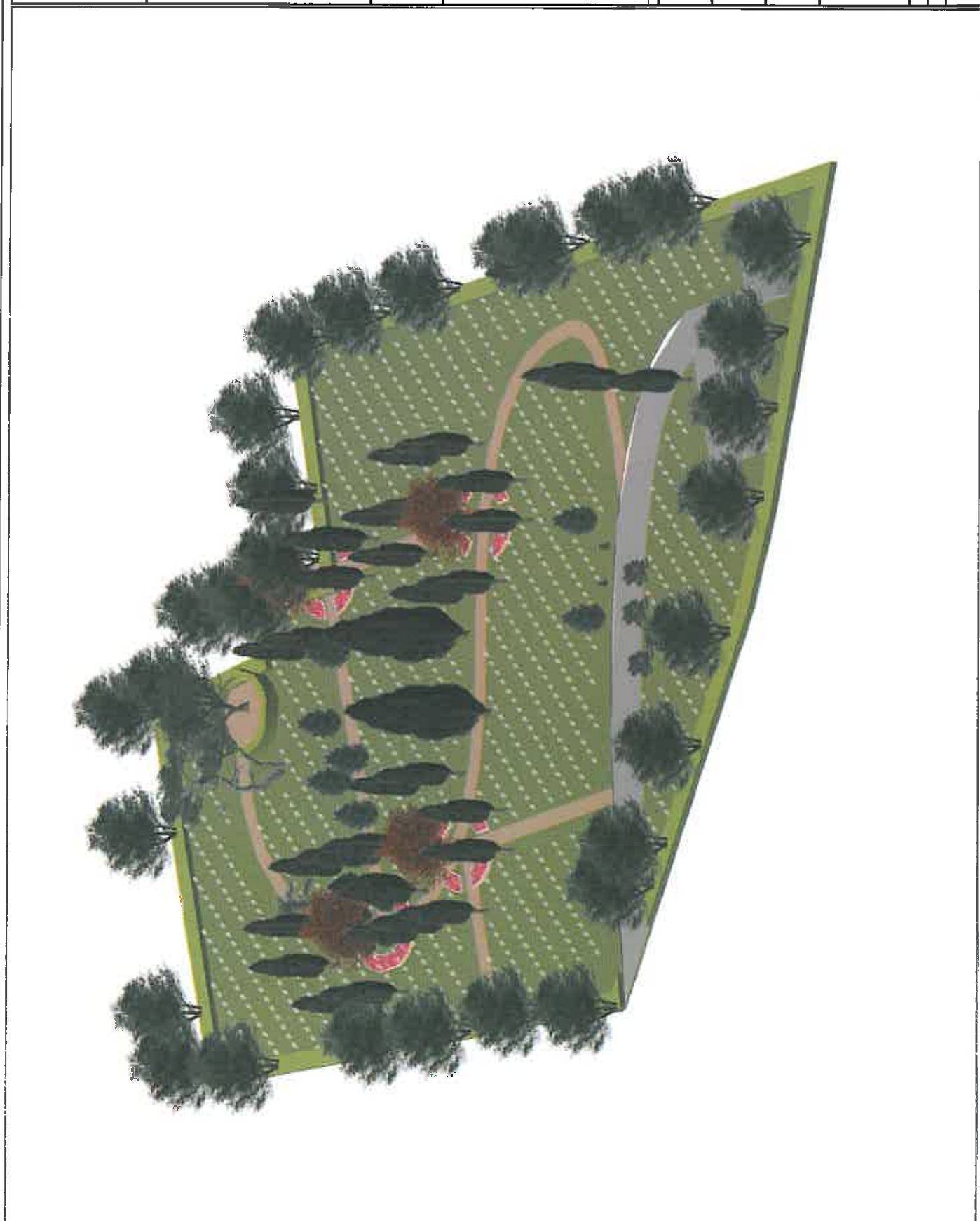
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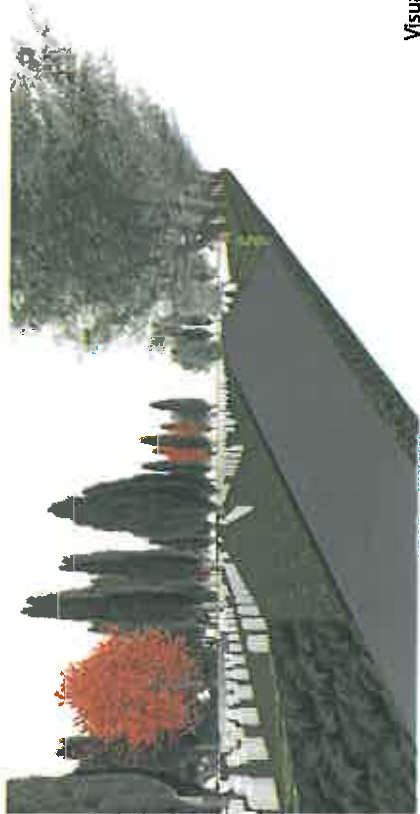
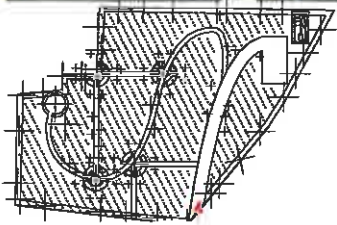
Rev.

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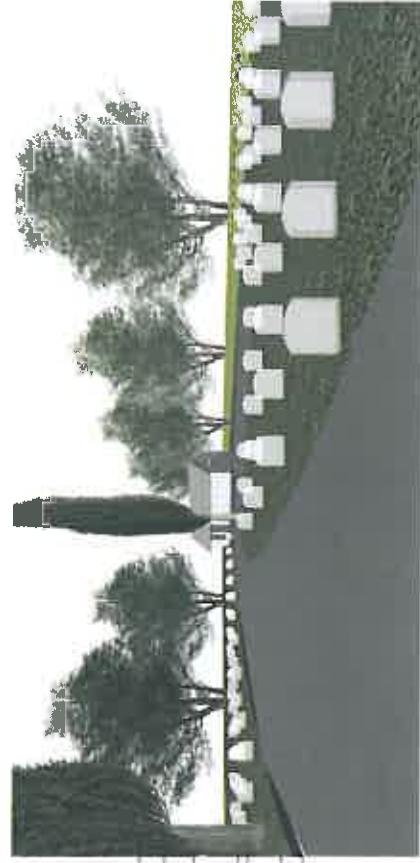


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<p>Rev</p>									
<p>Date</p>									
<p>Description</p>									
<p>Client</p>									
<p>XXXXXX</p>									
<p>PROJECT</p>									
<p>SANDY BURIAL GROUND</p>									
<p>TITLE</p>									
<p>Planting Plan</p>									
<p>CDL</p> <p>Capacity House</p> <p>Widening of</p> <p>Widened Part</p> <p>Blisdon</p> <p>Bedfordshire</p> <p>MK46 4UR</p> <p>Tel: 01525 854000 ext. 4000</p> <p>www.independent.co.uk</p>									
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<p>Scale: 1:200 @ A1</p>									
<p>Sheet 1 of 1</p>									
<p>Date: MARCH 2013</p>									
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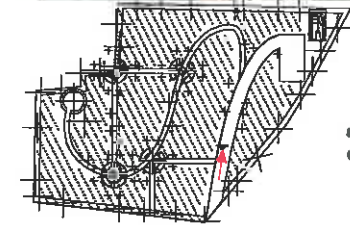




Visual 1

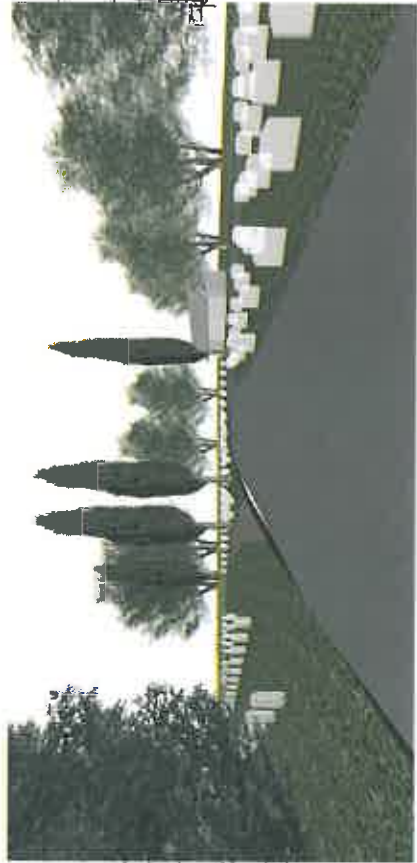
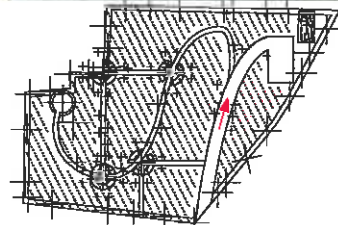


Visual 4



Visual 2

Visual 5



Visual 3



Visual 6

Sandy Town Council

6 St Swithuns Closed Churchyard

The St Albans diocese has notified the council of concerns about the condition and stability of the old churchyard boundary wall bordering the rear garden of the Rectory. Recently ivy growing from the rectory garden and covering the wall was removed on the rectory side resulting in considerable clearance work on the churchyard side which the PCC required the council to undertake. The removal of the ivy which had been allowed to grow possibly unchecked on the rectory side has revealed the problems with the walls.

This boundary wall separates the rectory from the churchyard. According to the diocese previously it has not been possible to establish the actual status of the wall (ie is it the boundary wall of the churchyard or the boundary wall of the rectory garden). In 1995 the last time significant repairs were required Sandy Town Council contributed 50% to the cost of maintenance work (again according to the diocese and the clerk has not been able to check this at the time of writing). The diocese has asked whether the council will undertake joint funding this time. At time of writing the likely cost of the repairs is not known.

Sandy Town Council is statutorily responsible for maintaining the closed churchyard in decent order including its walls and fences (Local Government Act 1972 s 215(1)). Maintenance is difficult to define overall - according to Charles Arnold Baker STC must keep the churchyard so that it does

"not offend the susceptibilities of a reasonable Christian bearing in mind that ground levels always rise. It must also keep the walls (which are often retaining walls) and the fences in good repair and effective for their purpose. All this amounts, if circumstances warrant, to an obligation to bring an "indecent" closed churchyard up to a standard of decency and to put walls and good fences in good repair, even at great expense."

Decent order may be difficult to define but the obligation to maintain the churchyard walls is specific within the statute. **Therefore the Clerk recommends that the committee should advise the diocese that the council is minded to bear 50% of the costs but no more given the shared nature of the boundary wall. Members will want to satisfy themselves that any repairs are of sufficient quality to last for a reasonable period of time.**

Sandy Town Council

8 Community Engagement

The Town Council's draft annual report will be circulated to members as soon as it is available and will be issued at the Annual Town Meeting on 12 May 2014.

Full accounts will not be available by 12 May 2014 but year end accounts will be produced and the full report with internally audited accounts will be published no later than 30 June 2014.

The Annual Town meeting will take place at Sandy Upper School. Community groups have not been invited to make presentations this year although they have been asked to send literature and written reports if they wish to publicise their activities. Speakers have been invited on a theme of "Getting about in Sandy". The Mayor's awards will be presented at the meeting, nominations are due to be submitted by 28 April 2014 and **the committee is asked to approve the panel of the Mayor, Deputy Mayor and Cllr Pettitt to judge the nominations and determine the winners.**

Questions and resolutions for the meeting must also be submitted in writing one week in advance of the meeting.

Minutes

Title of meeting:	Highways
Date:	19 March 2014
Time:	9.30am – 12.30pm
Venue:	Council Offices, Cambridge Rd, Sandy
Contact:	Sally Wileman 0300 300 6110

Attendees

Name	Role
Clr Nigel Aldis	Sandy Town Councillor and CBC Ward Councillor
Clr Martin Pettitt	Sandy Town Councillor – Highways Representative
Clr Marion Runchman	Sandy Town Councillor
Clr Michael Scott	Sandy Town Councillor
Clr Susan Sutton	Mayor of Sandy Town Council
Clr Caroline Maudlin	CBC Ward Councillor and Chairman of CBC
Jenny Volp	Asset Manager - Area 8, HA
Delia Shephard	Clerk to Sandy Town Council
Ben King	Principal Transport Planner, CBC
Sally Wileman	Service Development Manager, CBC

No	Issue	Action
1	JV provided an update on the HA's Route Based Strategy (RBS). Phase 1 is nearing completion and the Draft Strategy for the London to Leeds section will be finalised shortly. Phase 2 involves national prioritisation based upon evidence including journey time reliability and safety. The results will allow schemes to be planned 15yrs ahead. JV confirmed that the A1 is a strategic route of regional priority.	
2	BK summarised CBC's response as a stakeholder to the consultation (<i>since circulated</i>). The study recognises that, locally, the road is busy and there is congestion and impact on communities. However it does not figure highly compared to other sections. It was highlighted that there was a lack of reference to how the future of the A1 may be impacted by proposals for East-West Rail (EWR).	BK

3	Cllr P asked for confirmation regarding the previous plans for improvements including a Sandy bypass and the East West Rail link. JV offered to clarify why the HA scheme was not completed. She explained that the Black Cat junction will be improved with the available funds and longer term the RBS will allow evidence based prioritisation and targeted investment in significant improvements. An update on EWR will be given at the public meeting.	JV
4	JV answered questions about funding and explained the new criteria of 'Economic Development potential'. The HA is becoming a Government Company, removing the link to the DoT.	
5	BK explained that CBC has been working with SEMLEP in the production of the Strategic Economic Plan which forms a bid to Central Government for funding of strategically important transport schemes. The priorities for the SEMLEP area are the Woodside Link, Luton Airport links, Bedford Western Bypass, and constructing dual carriageway on the A421 between M1 J13 and MK. The realignment of the A1 to bypass Sandy is a larger, strategic scheme which goes beyond the remit of that bid. SEP does recognise the need to improve the strategic network, including the A1 in Sandy, and CBC will continue to lobby for improvements to the A1.	
6	BK explained the available LAMP funding for the Freight Study (FS) recommendations. There are not sufficient funds to complete both A1 junction works (St Neots Rd weight limits and New Rd access restrictions). JV confirmed that the A1 South to North 'No U turn' was now signed and enforceable. The FS recommended No Right turn from New Rd for all vehicles. STC adopted position is that they would prefer 'No Right turn for HGVs only'. This may be difficult to enforce and the view of the police will be sought. Cllrs asked whether Sunderland Rd could be reconsidered as the preferred Freight Route. BK would consult and report back.	BK
7	STC considered applying for Rural Match Funding (RMF) from CBC for a pavement along New Rd. All agreed that it would be unsafe if it did not continue to the overpass. BK explained that a 'light-touch' assessment of the costs and viability could be undertaken without cost to STC if they wished to reapply next year. Cllrs wished to investigate whether RMF could be spent on improving the more direct route along the Baulk. BK would liaise with the Green Wheel project and if there was available LAMP funding, whether this could also be used.	BK
8	JV will provide an update on the access works at Beeston. Cllrs registered their preference for a roundabout to replace the A1 New Rd / Orchard Rd junction. JV explained where a similar request was considered elsewhere, it had not passed the test of Value Management due to the reduction in journey time and high cost of land purchase and Utilities. JV will seek the view of their new contractor and report back.	JV JV

9	<p>The existing A1 signs to Sandy Town Centre are accurate and correct but because Sandy starts away from the roundabout, have less impact. All agreed that enhancements to the roundabout could emphasise the town without conflicting with HA signs. STC to consider low maintenance options, including sponsorship. Cllrs raised concerns about the impression given by instances of poor maintenance and agreed to escalate to JV if routine reporting did not work.</p>	STC
10	<p>BK would pass on concerns about flooding at the Pegasus Crossing in Potton Rd and ensure a response. A scheme was being worked up to resolve flooding opposite Rectory Court. JV confirmed that Cottage Rd to Georgetown would be maintained by HA.</p> <p>There was concern that 'Sat Navs' were leading drivers to get stuck in Cambridge Rd to avoid restrictions in Sunderland Rd. Traffic Management team to be asked to consider.</p>	BK BK
11	<p>Average Speed Cameras are being used near Southoe and JV would provide a summary of the Safety Audit and learning once complete.</p>	JV
12	<p>Cllrs requested that CBC Highways Area Team attend Town Council meetings in order that members could have discussions and reach joint decisions. SW agreed to ask the Area Team to meet STC once a year and other times on request. These meetings would continue biennially.</p>	SW
13	<p>Ben King would attend the Public Meeting on 12 May for CBC (<i>later confirming Jim Tombe would attend to discuss EWR</i>), Eric Cooper would represent the Highways Agency. SG19 Road Safety Group will be invited to attend.</p>	
14	<p>There were several key themes throughout the meeting:</p> <p>Recognition of the concern raised by local Councillors of the impact of the A1 on local communities, especially pedestrians crossing to and from the businesses at the roundabout.</p> <p>The existing constraints on funding to improve highways and transport generally.</p> <p>The need to keep communicating and ensure elected representatives understand the process for taking part and influencing funding (RBS, LATP, SEMLEP, RMF, S106).</p>	All

Community Services and Environment Committee

Monday 14 April 2014

7 Play Equipment

To consider a report on the need for replacement of items of play equipment.

The Town Council has play equipment at five sites and these are as follows

- Bedford Road Recreation Ground
- Beeston Green
- Fallowfield Recreation Ground
- Sunderland Road Recreation Ground
- The Limes

Bedford Road

The play equipment at Bedford Road is Wicksteed, Tayplay, SMP, Proludic and Jupiter Play. The Wicksteed equipment was installed in at least two stages some approximately twenty years ago and the rest approximately ten years ago. The SMP was installed approximately twenty years ago. The Tayplay was installed approximately 10 year ago. The Proludic and Jupiter Play were installed in two stages, both in the last five years.

Due to the amount of use and age of the equipment various repairs have been carried out in the last five years, this includes replacement of Vamalglas floor boards at £130 on the multiplay unit, replacement logs on the multiplay unit £21, flat swing seats at £40, cradle swing seats at £113, replacement springs for the spring mobile £170, a replacement chain seat for the cableway at £120, rollers for rolaskate £40 and bottom half black collars for rotary net climber £169.

The crawler tunnel on the Wicksteed Multiplay unit which is rusting will need replacing at some stage in the future and when a cost was gained previously this would cost £953.

The Wicksteed Multiplay unit (see picture below) was installed approximately twenty years ago and at the time it met all safety requirements, all new equipment has to meet BSEN1176. At the bottom of the chain net is a hard object in the fall area which would not meet BSEN1176, the item does not need to be replaced as it is an existing piece of equipment. Due to the age of the piece of equipment and to reduce the risk to the Town Council the Council may want to consider replacing this

piece of equipment in the future. The cost to remove and replace the piece of equipment would be approximately £20,000.

The Wicksteed Aerial Runway (see picture below) was installed approximately ten years ago with grass mats installed underneath, due to the amount of use the grass has never grown enough for the grass to be successful. Grass mats were installed when the piece of equipment was installed as an impact absorbing surface. To reduce the risk to the Town Council the Council may want to consider replacing the impact absorbing surface. The cost to install an impact absorbing surface would be approximately £5,000.

Wicksteed Multiplay unit.



Wicksteed Aerial Runway



Beeston Green

The play equipment at Beeston Green is Wicksteed and was installed approximately 10 years ago. The play equipment is in condition. Very few repairs have been required in the last five years.

Fallowfield

The play equipment at Fallowfield is Park Leisure and was installed in the spring of 2011, the Town Council adopted this and other areas in Fallowfield in the spring of 2012.

Various repairs have been carried out in the last two years, this includes rope section £80, new bearing hang tough £310, rope section £42

As has previously been reported 4 of the prosafe gates (see picture below) do not function correctly and the cost is over £4,000 to replace them.

A quotation has been provided from Park Leisure

Supply only, 4 no. replacement bushes for cantilever nest swing (client to fit) £ 25.00

Supply 1 no. Kidabout upgrade Inspection hatch. (Kidabout picture below)
Includes new deck plate with integrated maintenance hatch,
greasing assembly kit and new deck inserts if required £ 190.00

Installation and fitting of the above Kidabout upgrade £ 450.00

Supply 1 no. new Indespension unit to Double Tapper seesaw £ 310.00

Fit 1 no. new Indespension unit to Double Tapper seesaw*****see note below £ 650.00

******* Please note:**

The Double Tapper will need to be decommissioned, the relevant section brought back to Park Leisure's workshop for Indespension unit replacement and returned to site for unit refitting.

Prosafe gate



Park Leisure Kidabout



Double Tapper



Sunderland Road

The play equipment at Sunderland Road is Wicksteed and Proludic. The Wicksteed equipment was installed approximately fifteen years ago and the Proludic equipment was installed in the last five years. The current safety surfacing under the Wicksteed play equipment was installed in the

last five years.

Due to the amount of use and age of the equipment various repairs have been carried out in the last five years, this includes replacement of Vamalglas floor boards at £130 on the multiplay unit, pull up bar multiplay unit £45, Hexagonal tunnel barriers at £134, triangles for noughts and crosses multiplay unit £21, replacement bed and logs on the multiplay unit £970, flat swing seats at £40, cradle swing seats at £113 and a replacement chain seat for the cableway at £120.

The Wicksteed Toddler Multiplay unit (see picture below) was installed approximately fifteen years ago and at the time it met all safety requirements, all new equipment has to meet BSEN1176. At the bottom of the chain net is a hard object in the fall area which would not meet BSEN1176, the item does not need to be replaced as it is an existing piece of equipment. Due to the age of the piece of equipment and to reduce the risk to the Town Council the Council may want to consider replacing this piece of equipment in the future. The cost to remove and replace the piece of equipment would be approximately £11,000.

Wicksteed Toddler Multiplay unit



The Limes

The play equipment at The Limes is HAGS SMP, was installed in the last ten years and the Town Council adopted this area in the autumn of 2008. The play equipment is in good condition. Due to the flooding of the ground the safety surfacing expands and then contracts which has resulted in numerous labour intensive repairs needing to be carried out to the safety surfacing to re-glue and fill gaps.